

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 4	
2. Amendment/Modification No. 04		3. Effective Date 2003DEC09		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTC-B CINDY WAGONER (309)782-0246 ROCK ISLAND IL 61299-7630 EMAIL: WAGONERC@RIA.ARMY.MIL		Code W52H09		7. Administered By (If other than Item 6) DCMA MARYLAND 217 EAST REDWOOD ST SUITE 1800 BALTIMORE MD 21202-5299		Code S2101A	
				SCD C PAS NONE ADP PT HQ0338			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) DANAHER TOOL GROUP, EASCO HAND TOOLS, INC. DANAHER TOOL GROUP 11011 MCCORMICK DRIVE SUITE 150 HUNT VALLEY, MD. 21031-8658 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE20-03-D-0086/0001	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2003MAR28	
Code 08292		Facility Code					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)
NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: G

It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: MUTUAL AGREEMENT	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) CEAN HARTLEBEN HARTLEBENC@RIA.ARMY.MIL (309)782-3429	
15B. Contractor/Offeror _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2003DEC09

NSN 7540-01-152-8070

30-105-02

PREVIOUS EDITIONS UNUSABLE

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-D-0086/0001 MOD/AMD 04	Page 2 of 4
Name of Offeror or Contractor: DANAHER TOOL GROUP, EASCO HAND TOOLS, INC.		

SECTION A - SUPPLEMENTAL INFORMATION

- 1. THE PURPOSE OF THIS MODIFICATION IS TO CHANGE THE DELIVERY SCHEDULE FOR CLIN 0001AC, AS SHOWN IN SCHEDULE B.
- 2. THIS MODIFICATION IS ALSO TO REVISE THE WARRANTY CLAUSE FOUND IN SECTION I ON THIS LONG TERM IDIQ.
- 3. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 005 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																
0001AC	<div>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</div> <div><div>SMALL ARMS REPAIRMAN TK</div><div>NOUN: TOOL KIT, SMALL ARMS (DANAHER) PRON: M136B019M1 PRON AMD: 03 ACRN: AB AMS CD: 42301230000</div><div>Packaging and Marking</div><div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div><div>Deliveries or Performance DOC SUPPL <table><tr><td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr><tr><td>002</td><td>W52H093077A305</td><td>W62G2T</td><td>J</td><td></td><td>1</td></tr><tr><td></td><td>PROJ CD</td><td>BRK BLK PT</td><td></td><td></td><td></td></tr><tr><td></td><td>GKS</td><td></td><td></td><td></td><td></td></tr><tr><td>DEL REL CD</td><td>QUANTITY</td><td>DEL DATE</td><td></td><td></td><td></td></tr><tr><td>001</td><td>100</td><td>01-DEC-2003</td><td></td><td></td><td></td></tr><tr><td>002</td><td>250</td><td>26-MAR-2004</td><td></td><td></td><td></td></tr><tr><td>003</td><td>38</td><td>26-APR-2004</td><td></td><td></td><td></td></tr></table></div><div>FOB POINT: Origin</div><div>SHIP TO: FREIGHT ADDRESS (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CA 95376-5000</div><div>CONTRACT/DELIVERY ORDER NUMBER DAAE20-03-D-0086/0001</div></div>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	002	W52H093077A305	W62G2T	J		1		PROJ CD	BRK BLK PT					GKS					DEL REL CD	QUANTITY	DEL DATE				001	100	01-DEC-2003				002	250	26-MAR-2004				003	38	26-APR-2004				388	KT	\$ 736.93000	\$ 285,928.84
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SECTION I - CONTRACT CLAUSES
I-94 Warranty. Tailored to read as follows:

(1) WARRANTY:

(a) Lifetime Warranty: In accordance with the items identified as requiring a lifetime warranty in the Description for Purchase (DFP) for the Small Arms Repairman Tool Kit (SARK), the contractor shall provide a lifetime warranty to replace any tool that does not conform to requirements set forth in the DFP. The warranty period shall start from the day that the item is first delivered and accepted by the Government.

(b) Other Warranty: As described in the Description for Purchase for the Small Arms Repairman Tool Kit (SARK), the contractor shall provide the identified warranty to replace any component that does not conform to requirements set forth in the DFPs within the limitations of the manufacturer's warranty. The warranty period shall start from the day that the item is first delivered and accepted by the Government.

(c) Warranty Administration:

(i) From the Date the contractor receives a request for warranty replacement(s) from the procuring contracting office, the contractor shall have 10 working days for CONUS and 20 working days for OCONUS to deliver a replacement tool and/or tool chest into the hands of the customer. The cost of shipping replacement tools and/or tool chest shall be the responsibility of the contractor.

(ii) If the contractor challenges the validity of a claim, it must notify the Procuring Contracting Officer (PCO) within 2 working days of receipt of request for warranty replacements from the PCO or his/her representative. Defective component(s) will only be returned at the request of the contractor. The cost of shipping the defective component(s) will be the responsibility of the Government. The contractor has 2 working days after receipt of the components to issue replacements or notify the Government that it disputes the PCO's determination that the claim is valid.

(iii) The contractor shall communicate to the product users the identity of warranted items. Also, the contractor shall communicate to the product users the following procedures for submitting warranty claims:

(a) Preferred method is via the internet at: <http://aeaps.ria.army.mil>. Click on "Accept", then click on "Submit Quality Deficiency Reports" and follow the instructions to complete the form.

(b) Alternate methods are via email to: QAWQDRS@RIA.ARMY.MIL or via fax to 309-782-6653 or DSN 793-6653. Call 309-782-7698 or DSN 793-7698 for verification or assistance.

(iv) The contractor shall have a communication system for replacement of non-warranty items using the fastest means available (e.g. email, phone, internet, fax, etc.). The communications system shall work for CONUS customers and for OCONUS customers.

(2) LIMITATION OF LIABILITY: Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(3) DISPUTES. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights the Government may have under any other clause of the contract. Disputes arising under this clause will be resolved in accordance with the clause of this contract entitled "Disputes".

(4) REPLACED OR REPAIRED COMPONENTS. Any components corrected or furnished in replacement shall also be subject to the conditions of this clause to the same extent as supplies initially accepted. The warranties, with respect to these components shall expire at the same time as the warranty for the components they replace.

(5) DELAYS. In no event shall the Government be responsible for any extension or delays in scheduled deliveries under this contract as a result of contractor's obligations to correct defects, nor shall there be any adjustment for delivery schedule as a result of correction of defects.